

AMENDMENT NO. 5

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) by and between the **CITY OF CARSON** (“City”) and **BURHENN & GEST**, a California limited liability partnership (“Contractor”) is effective as of the _____, 2020.

RECITALS

A. City and Contractor entered into that certain Agreement for Professional Services dated September 25, 2007 (“Agreement”) whereby Contractor agreed to provide legal services to the City concerning representation in the action filed by the State of California, *State of California v. Commission on State Mandates*, Case No. 34-2010-80000605, for an amount not-to-exceed \$7,500.

B. Since 2007, the City and Contractor have entered into four amendments to the Agreement, resulting in a total not-to-exceed amount of \$55,500, and expanding the scope of work to include work on an appeal in the matter of *State of California v. Commission on State Mandates*.

C. City and Contractor now desire to amend the Agreement to expand the scope of work and increase the compensation.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein:

a. The total not-to-exceed amount of compensation for Contractor’s services related to the matter of *State of California v. Commission on State Mandates*, Case No. 34-2010-80000605, including the appeal of that matter (“**Task A**”), is increased by \$75,000, for a new total not-to-exceed amount of **\$130,500**.

b. An additional task (“**Task B**”) is added to the scope of work of the Agreement as follows:

Task B – *Test Claim: Proceeding before the Commission on State Mandates*, Test Claim No. 13-TC-01

This is a proceeding before the Commission on State Mandates to obtain a subvention of funds under California Constitution Article XIII B, section 6, for certain costs the City has incurred, and will incur in the future, in implementing the 2012 Los Angeles County Storm Water permit issued by the Los Angeles Regional Water Quality Control Board. Contractor will advise the City in connection with the proceeding, prepare a test claim and supporting documentation for submission to the Committee, and represent the City before the Commission. The costs of this proceeding will be shared by

other cities that are also the subject of the 2012 Permit and who are also represented by Contractor before the Commission, except for services that are unique to the City of Carson.

The total not-to-exceed amount of compensation for Task B is **\$15,000**.

c. The total combined not-to-exceed amount of compensation for Tasks A and B is **\$145,500**.

d. Professional Liability Insurance. Contractor shall obtain at its own expense, and maintain throughout the term of the Agreement, a policy of professional liability insurance appropriate to the Contractor's profession, in a form approved by the City's risk manager. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney [BWB]

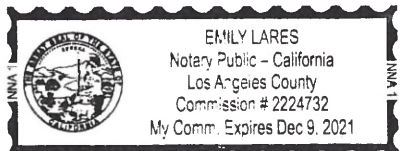
CONTRACTOR:

BURHENN & GEST, a California limited liability partnership

By: *HC Gest*
Name: *Howard Gest*
Title: *Partner*

By: *M W Burhenn*
Name: *David W. Burhenn*
Title: *Partner*

Address: *624 South Grand Ave*
 Suite 2200
 Los Angeles, CA 90017



Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.